

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM612806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halco Lighting Technologies, LLC		11/24/2020	Limited Liability Company: DELAWARE
J & J Electronics, LLC		11/24/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3794712	COVERSHIELD	
Registration Number:	3187983	ECO-SHIELD	
Registration Number:	1325605	HALCO	
Registration Number:	2386236	HALCO	
Registration Number:	3427566	HALCO LIGHTING TECHNOLOGIES	
Registration Number:	3051687	HALOXEN	
Registration Number:	3423538	HLT	
Registration Number:	3427567	HLT HALCO LIGHTING TECHNOLOGIES	
Registration Number:	1859613	PRISM	
Registration Number:	3432018	PROFORMANCE	
Registration Number:	3528061	PROLED	
Registration Number:	3278609	PROLUME	
Registration Number:	3423451	PROLUME	
Registration Number:	2237444	PROLUME	
Registration Number:	3279173	PURELITE	
Registration Number:	3918126	SOLLOS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3279186	ULTRALIFE
Registration Number:	3377989	WHERE THERE'S LIGHT, THERE'S HALCO
Registration Number:	4339246	XIR
Registration Number:	5746297	J&J ELECTRONICS A HALCO LIGHTING TECHNOL
Registration Number:	5617984	ECO SELECT PROLED
Registration Number:	5209387	HALCO LIGHTING TECHNOLOGIES
Registration Number:	5157662	DECOSTRAND
Registration Number:	6087034	PROLED SELECT
Registration Number:	3077086	COLORGLO
Registration Number:	3151366	COLOR SPLASH
Registration Number:	3126903	INTELLIGLO
Registration Number:	4566735	PUREWHITE
Registration Number:	4743362	PUREWHITE

CORRESPONDENCE DATA

Fax Number: 2158325619

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (155656-01010 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	155656-01010
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	12/07/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 24th day of November, 2020, by and among the Grantors listed on the signature page hereof (each a “Grantor” and individually and collectively, “Grantors”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Lender, Halco Lighting Technologies, LLC, a Delaware limited liability company (“Halco”), J & J Electronics, LLC, a California limited liability company (“J&J” and together with Halco and those additional entities that hereafter become parties to the Credit Agreement as Borrowers, each a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), Halco Acquisition Corporation, a Delaware corporation (“Parent”) and HLT Holdings, LLC, a Delaware limited liability company (“Holdings”, and together with Parent and any entity that may hereafter become party hereto as a Guarantor, each a “Guarantor” and individually and collectively, “Guarantors”), Lender has agreed to make certain financial accommodations available to Borrowers and Guarantors from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrowers and Guarantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting each Grantor's obligations under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND

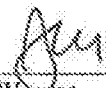
JUDICIAL REFERENCE SET FORTH IN SECTION 8 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

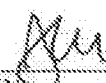
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HALCO LIGHTING TECHNOLOGIES, LLC

By: 
Name: Jay Weaver
Title: Chief Financial Officer

J & J ELECTRONICS, LLC

By: 
Name: Jay Weaver
Title: Chief Financial Officer

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By




Name: Cassimir Mazurkiewicz


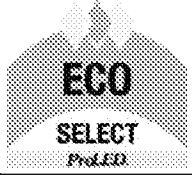

Title: Authorized Signatory

Signature Page to Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


U.S. TRADEMARKS

TRADEMARK	REG./APP. NO. & DATE	OWNER
COVERSHIELD	3,794,712 5/25/2010	HALCO LIGHTING TECHNOLOGIES, LLC
ECO-SHIELD	3,187,983 12/19/2006	HALCO LIGHTING TECHNOLOGIES, LLC
HALCO	1,325,605 3/19/1985	HALCO LIGHTING TECHNOLOGIES, LLC
HALCO (and Design) 	2,386,236 9/12/2000	HALCO LIGHTING TECHNOLOGIES, LLC
HALCO LIGHTING TECHNOLOGIES	3,427,566 5/13/2008	HALCO LIGHTING TECHNOLOGIES, LLC
HALOXEN	3,051,687 1/24/2006	HALCO LIGHTING TECHNOLOGIES, LLC
HLT	3,423,538 5/6/2008	HALCO LIGHTING TECHNOLOGIES, LLC
HLT HALCO LIGHTING TECHNOLOGIES and Design: 	3,427,567 5/13/2008	HALCO LIGHTING TECHNOLOGIES, LLC
PRISM	1,859,613 10/25/1994	HALCO LIGHTING TECHNOLOGIES, LLC
PROFORMANCE	3,432,018 5/20/2008	HALCO LIGHTING TECHNOLOGIES, LLC
PROLED	3,528,061 11/4/2008	HALCO LIGHTING TECHNOLOGIES, LLC
PROLUME	3,278,609 8/14/2007	HALCO LIGHTING TECHNOLOGIES, LLC
PROLUME	3,423,451 5/6/2008	HALCO LIGHTING TECHNOLOGIES, LLC
PROLUME	2,237,444 4/6/1999	HALCO LIGHTING TECHNOLOGIES, LLC
PURELITE	3,279,173 8/14/2007	HALCO LIGHTING TECHNOLOGIES, LLC
SOLLOS	3,918,126 2/8/2011	HALCO LIGHTING TECHNOLOGIES, LLC

ULTRALIFE	3,279,186 8/14/2007	HALCO LIGHTING TECHNOLOGIES, LLC
WHERE THERE'S LIGHT, THERE'S HALCO	3,377,989 2/5/2008	HALCO LIGHTING TECHNOLOGIES, LLC
XIR	4,339,246 5/21/2013	HALCO LIGHTING TECHNOLOGIES, LLC
J&J ELECTRONICS A HALCO LIGHTING TECHNOLOGIES COMPANY and Design: 	5,746,297 5/7/2019	HALCO LIGHTING TECHNOLOGIES, LLC
ECO SELECT PROLED and Design: 	5,617,984 11/27/2018	HALCO LIGHTING TECHNOLOGIES, LLC
HALCO LIGHTING TECHNOLOGIES and Design: 	5,209,387 5/23/2017	HALCO LIGHTING TECHNOLOGIES, LLC
DECOSTRAND	5,157,662 3/7/2017	HALCO LIGHTING TECHNOLOGIES, LLC
PROLED SELECT	6,087,034 6/23/2020	HALCO LIGHTING TECHNOLOGIES, LLC
COLORGLO	3,077,086 4/4/2006	J&J ELECTRONICS, LLC
COLOR SPLASH	3,151,366 10/3/2006	J&J ELECTRONICS, LLC
INTELLIGLO	3,126,903 8/8/2006	J&J ELECTRONICS, LLC
pureWHITE	4,566,735 7/15/2014	J&J ELECTRONICS, LLC
PUREWHITE	4,743,362 5/26/2015	J&J ELECTRONICS, LLC

[Signature Page to Trademark Security Agreement]

FOREIGN TRADEMARKS

TRADEMARK	REG./APP. NO. & DATE	OWNER	COUNTRY
PROLED	TMA840537 1/17/2013	HALCO LIGHTING TECHNOLOGIES, LLC	Canada
HALCO LIGHTING TECHNOLOGIES	TMA1018479 4/1/2019	HALCO LIGHTING TECHNOLOGIES, LLC	Canada
SOLLOS	TMA1017596 3/19/2019	HALCO LIGHTING TECHNOLOGIES, LLC	Canada
	TMA1018480 4/1/2019	HALCO LIGHTING TECHNOLOGIES, LLC	Canada

[Signature Page to Trademark Security Agreement]